

prior hereto among the Land Records of Frederick County, and to which deed reference is hereby made for a more particular description by metes and bounds of the property herein intended to be conveyed, as surveyed by George B. John, Surveyor for Carroll County, on February 27, 1948.]

TO HAVE AND TO HOLD the foregoing parcel of land and premises unto and to the proper use and benefit of the said mortgagee and its assigns, forever.

PROVIDED, that if the said William Charles MacKinzie and Marie MacKinzie, his wife, their heirs, personal representatives and assigns, shall pay the promissory note aforesaid, at the maturity thereof, together with all interest that may accrue thereon, and shall make no default in any agreement, covenant or condition of this mortgage, then this mortgage shall be void.

PROVIDED, FURTHER, that until default shall be made in the payment of the promissory note aforesaid at the maturity thereof, or ^{til} ~~un~~/default shall be made in the payment of said interest payable quarterly, the said William Charles MacKinzie and Marie MacKinzie, his wife, shall occupy and possess the mortgaged premises as of their present estate therein.

BUT IF DEFAULT SHALL BE MADE in the payment of said promissory note when it matures and becomes payable, or if default shall be made in the payment of any one installment of interest thereon, or if default shall be made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt shall become due and payable, and it shall be lawful for the said The Birnie Trust Company, a body corporate, its Agent or Attorney, or its assigns, to sell the property hereby mortgaged, at public auction for cash at the Court House door, in Frederick City, Frederick County, State of Maryland, after first giving, however, at least three weeks public notice of the time, place, manner and terms of sale by advertisements inserted at least